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January 13, 2006

Patent Examining Corps OUR REF: 2167.009US1

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Document(s) Transmitted: Revocation and Power of Attorney (2 pages), Assignment (3 pages).

Total pages of this transmission, including cover letter: 6 pgs.

If you do NOT receive all of the pages described above, please telephone us at 612-373-6900 or fax us at 612-339-3061.

**In re. Patent Application of: Jaap A. Haitsma et al.**

**Examiner: Unknown**

Serial No.: 10/546,398

## **Group Art Unit: Unknown**

Filed: February 18, 2004

Docket No.: 2167.009US1

## Title: HANDLING OF DIGITAL SILENCE IN AUDIO FINGERPRINTING

Please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

By: Garth Vivier  
Name: Garth Vivier  
Reg. No.: 57,313

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on the date shown below.

Michele Quaranto

1-16-06

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JAN 16 2006

PATENTS/N 10/546,398IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Jaap A. Haitsma et al.

Examiner: Unknown

Serial No.: 10/546,398

Group Art Unit: Unknown

Filed: February 18, 2004

Docket: 2167.009US1

Title: HANDLING OF DIGITAL SILENCE IN AUDIO FINGERPRINTING

REVOCATION AND POWER OF ATTORNEY  
CERTIFICATE UNDER 37 CFR § 3.73(b)

Commissioner for Patents  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

In accordance with 37 C.F.R. Section 1.36, M.P.E.P. Section 402.05 and 402.07, please revoke any existing Powers of Attorney, if any, and appoint the following attorneys and/or patent agents to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith:

Customer Number: 21186

CERTIFICATE UNDER 37 CFR § 3.73(b)

Gracenote, Inc. hereby certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from Koninklijke Philips Electronics N.V. to Gracenote, Inc. executed December 8, 2005, with effective date July 20, 2005 attached herewith, and filed for recordation on even date herewith. To the best of my knowledge and belief, title is in Gracenote, Inc., the assignee.

Pursuant to 37 C.F.R. §3.73(b) I hereby declare that I, Jim Doehrmann, am empowered to sign this certificate on behalf of Gracenote, Inc., the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true.

**REVOCATION AND POWER OF ATTORNEY**

Serial Number: 10/546,398

Filing Date: February 18, 2004

Title: HANDLING OF DIGITAL SILENCE IN AUDIO FINGERPRINTINGPage 1  
Dkt: 2167.009US1

Please direct all correspondence in this case to:

Schwegman, Lundberg, Woessner & Kluth, P.A.  
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Customer No. 21186

Date 1/13/06By J. Dach

Name: Jim Dachrman  
Title: SVP and CFO

U.S.A.

PATENT ASSIGNMENT

**THIS PATENT ASSIGNMENT**, effective as of July 20, 2005, by and between KONINKLIJKE PHILIPS ELECTRONICS N.V., a company organized and existing under the laws of the Kingdom of the Netherlands and having its registered place of business at Eindhoven, the Netherlands ("ASSIGNOR") and GRACENOTE, INC., a company organized and existing under the laws of the State of Delaware and having its principal place of business at Emeryville, California ("ASSIGNEE").

**WHEREAS**, ASSIGNOR owns the United States patent applications listed on the attached Schedule (the "Patent Applications"); and

**WHEREAS**, ASSIGNOR and ASSIGNEE have agreed that ASSIGNEE will acquire all right, title and interest in and to the Patent Applications.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, in perpetuity, the entire right, title and interest: (a) in and to the Patent Applications and any inventions disclosed therein (the "Inventions"); (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed and each and every patent granted on any applications which is a division, substitution or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; (e) in and to each any every patent claim resulting from a re-examination certificate for any and all said patents; (f) including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Patent Applications and any Patents granted thereon; and (g) all other rights and licenses Assignor would have had if Assignor had not made the assignment made hereunder.
2. Assignor hereby covenants and agrees to reasonably cooperate with Assignee, at the expense of Assignee, to enable Assignee to enjoy the fullest extent the right, title and interest herein conveyed. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance and instructions all to the extent deemed necessary or desirable by Assignee: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Inventions; (g) for legal proceedings involving the Inventions, any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, re-examination proceedings, compulsory licensing proceedings, infringement actions and court actions, provided that the reasonable expense incurred by Assignor in providing such cooperation shall be paid for by Assignee; (h) for aid in completing the filing and prosecution of a nonprovisional application claiming benefit of the application; and (i) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Inventions.
3. Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified Patent Applications and any patents that issue thereon and that it has full power to make the present assignment.
4. Assignee hereby acknowledges that Assignor is not making any representation or warranty with respect to the Patent Applications being conveyed hereby except as specifically set forth in this Patent Assignment.

5. Assignor warrants unto Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the reasonable request, but at the charge of Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing from the Patents and foreign counterparts and for maintaining and perfecting the Assignee's rights to the Patent Applications, particularly in cases of interference and litigation.

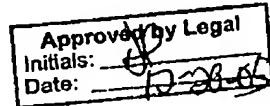
6. Assignor also hereby authorizes the Commissioner of Patents to issue any and all Letters Patent which may be granted upon the Patent Applications herein referenced to Assignee, as the assignee to the entire interest therein.

**IN WITNESS WHEREOF**, this Patent Assignment is executed at Eindhoven, the Netherlands as of this 8th day of December 2005.

EXECUTED for and on behalf of  
KONINKLIJKE PHILIPS ELECTRONICS N.V. (ASSIGNOR)

J.L. van der Veer, Authorized Representative

EXECUTED for and on behalf of  
GRACENOTE, INC. (ASSIGNEE)



  
Dave Marglin, General Counsel

no legalization required

SCHEDULE

## ASSIGNMENT OF UNITED STATES PATENT APPLICATIONS TO GRACENOTE, INC.

Serial No.	Filing date	Philips' Docket
09/933845	August 21, 2001	PHNL000469 US
10/073772	February 11, 2002	PHNL010110 US
10/503245	January 21, 2003	PHNL020136 US
10/529360	August 11, 2003	PHNL020990 US
10/533211	October 7, 2003	PHNL021067 US
10/534323	October 31, 2003	PHNL021150 US
10/546398	February 18, 2004	PHNL030168 US
10/548702	March 3, 2004	PHNL030282 US